



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 18, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 March 18, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

DELEGATE AUTHORITY TO ENTER INTO COOPERATIVE AGREEMENTS WITH VARIOUS CITIES BRIDGE PREVENTIVE MAINTENANCE PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to authorize the Director of Public Works or her designee to execute cooperative agreements between the County of Los Angeles and various Cities for performing one-time only preventive maintenance work on bridges within City jurisdictions as part of the Federally funded Bridge Preventive Maintenance Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the execution of the proposed cooperative agreements is categorically exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Director of Public Works or her designee to execute cooperative agreements with various Cities in the County of Los Angeles for performing one-time only preventive maintenance work on bridges located within their respective jurisdictions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for the Board to delegate authority to the Director of Public Works or her designee to execute cooperative agreements with various Cities to provide financing and delegation of responsibilities for the design and performance of one-time only preventive maintenance work on various bridges within City jurisdictions. The cooperative agreements will provide for the County to perform preliminary engineering, administer the work, and apply for National Highway Performance Program and/or Surface Transportation Program funding to finance the Federally reimbursable portion of the costs.

The cooperative agreements will be substantially similar in form to the enclosed agreement. There are currently 335 bridges in 55 Cities with maintenance work eligible to be funded through the Bridge Preventive Maintenance Program. Additional bridges and additional Cities may be identified as work progresses. Therefore, to enhance operational efficiency, Public Works requests delegated authority to execute these agreements in lieu of Board approval for each individual agreement.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the subject bridges, residents of the Cities and nearby unincorporated County communities who travel on the bridges will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The County will administer the projects under the National Highway Performance Program and/or Surface Transportation Program covered by Agreement No. 76078 with the State of California. Under these programs, Federal-aid funds allocated to local agencies will be used to finance a portion of the qualifying costs for bridge preventive maintenance work. The non-Federally reimbursable portion of the project cost will be financed by the Cities.

The total project cost to implement the eligible maintenance work on the City bridges is estimated to be \$39.4 million with an estimated Federal reimbursement of \$34.5 million and the Cities' estimated cost of \$4.9 million. In addition to the construction contract cost, the total project cost includes the cost of plans, specifications, consultant services, survey, material testing, right-of-way and utility clearance, construction engineering, inspection, contract administration, change order contingency, contribution to the Contract Cities Liability Trust Fund, and other County services.

Financing for the work for the first year is included in each of the Supervisorial District's Road Construction Programs in the Fiscal Year 2013-14 Road Fund Budget. Financing for work in the future years will be requested through future annual budget processes to ensure the completion of the work.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2009, Public Works submitted an application to Caltrans for funds to administer a Bridge Preventive Maintenance Program to extend the service life of bridges throughout the County. The application was subsequently approved and Federal funds were approved for the work. Public Works has been working with the various Cities to seek their formal participation in the program through a cooperative agreement.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the City. This proposal is also authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code.

The cooperative agreements will be approved as to form by County Counsel prior to execution.

The cooperative agreements provide for the County to perform the preliminary engineering and administer construction of the projects under the National Highway Performance Program and/or Surface Transportation Program. The Cities will finance the non-Federally reimbursable portion of the project cost by depositing Cities' funds. The Cities actual cost will be based upon a final accounting after completion of the project.

ENVIRONMENTAL DOCUMENTATION

The recommended action authorizes the Director of Public Works or her designee to execute cooperative agreements with various Cities in the County to perform one-time only preventive maintenance work on bridges located within their respective jurisdictions. The proposed work is categorically exempt from the provisions of CEQA pursuant to Section 15301(c) of the CEQA Guidelines and Class 1(x), Subsections 11, 14, and 22 of the Environmental Reporting Procedures and Guidelines previously adopted by the Board. These exemptions provide for repairs and maintenance of bridge structures; reconstruction of existing roadway pavement; and maintenance of existing roadway facilities. If any additional work is determined not to be exempt from CEQA following further assessment, Public Works will return to the Board with the appropriate environmental documentation prior to implementation of that work.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will benefit the Cities securing bridge preventive maintenance work under the cooperative agreements and will ultimately improve the quality of life for the residents of the County by extending the service life of the bridges. There will be no negative impact on current services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Design Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

DC:dsc/aa

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF _____, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, it is of general interest to CITY and COUNTY to extend the service life of the _____ bridges; and

WHEREAS, CITY and COUNTY propose to perform one-time only preventive maintenance work on the existing bridges listed above (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the National Highway Performance Program and/or Surface Transportation Program; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be _____ and 00/100 Dollars (\$____,000.00) with Federal funding reimbursement estimated to be _____ and 00/100 Dollars (\$____,000.00); and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, the non-Federally reimbursable local agency portion of the COST OF PROJECT; and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, currently estimated to be _____ and 00/100 Dollars (\$____,000.00), by depositing _____ and 00/100 Dollars (\$____,000.00) in cash; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering and certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way certification, utility engineering, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. LOCAL SHARE OF COSTS as referred to in this AGREEMENT shall consist of COST OF PROJECT less any reimbursement received by COUNTY under the National Highway Performance Program and/or Surface Transportation Program.
- g. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public

Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To finance LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance LOCAL SHARE OF COSTS (hereinafter referred to as CITY'S PAYMENT), currently estimated to be _____ and 00/100 Dollars (\$____,000.00). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. Upon request from COUNTY, to consent to COUNTY'S request for jurisdiction of the _____bridges, as part of the County System of Highways for the limited purpose of constructing PROJECT.
- d. To grant to COUNTY, at no cost to COUNTY, permission to occupy public roads in the CITY and any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- e. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- i. Upon completion of PROJECT to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To apply for National Highway Performance Program and/or Surface Transportation Program funding to finance the Federally-reimbursable portion of COST OF PROJECT.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- e. To furnish CITY within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall include an itemization of unit costs, actual quantities and costs, and reimbursement received under the National Highway Performance Program and/or Surface Transportation Program.
- b. If CITY'S PAYMENT as set forth in paragraph (2) b above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S PAYMENT.
- c. That if at final accounting LOCAL SHARE OF COSTS exceeds CITY'S PAYMENT, as set forth in paragraphs (2) b above, CITY shall pay to COUNTY the additional amount upon demand to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required LOCAL SHARE OF COSTS is less than the sum of CITY'S

PAYMENT, COUNTY shall remit a refund to CITY within thirty (30) days of the date COUNTY furnishes CITY with the final accounting.

- d. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- e. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- i. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: << Name >>
 << Title >>
 << City >>
 << Address >>

COUNTY: Ms. Gail Farber
 Director of Public Works
 County of Los Angeles
 Department of Public Works
 P.O. Box 1460
 Alhambra, CA 91802-1460

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF _____ on _____, 2014, and by the COUNTY OF LOS ANGELES on _____, 2014.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

CITY OF _____

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney